

EXHIBIT A

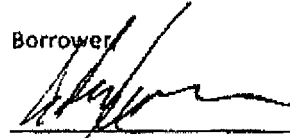
Memo of Settlement

Borrower: Adrian Lewis Peterson
Lender: DeAngelo Vehicle Sales, LLC
Loan Amount: \$5,200,000.00

Amount Financed	\$5,200,000.00
Lender Origination Fee	\$208,000.00
Underwriting Fee	\$104,000.00
Disgrace Insurance Premium	\$160,905.00
LOV-PTD Insurance Premium	\$159,650.00
Loan Payoff	\$3,197,250.00
Initial Payment on Loan	\$1,399,695.56
Legal/Closing Fee	\$17,500.00
Total Settlement Disbursements	\$5,187,000.56
Total Amount Due to Borrower	\$12,999.44

The Undersigned hereby acknowledges that he has examined, approved and received a copy of this statement, and further agrees that he will correct any errors or omissions hereon or any errors or omissions determined post-closing.

Borrower


Adrian Lewis Peterson

NYSCEF DOC. NO. 2

10/27/2016 17:26 7634241857

MARK PEHLKE

RECEIVED NYSCEF: 08/24/2018

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**SURESPORTS**

October 27, 2016

Adrian Lewis Peterson
2 E Rivercrest Dr.
Houston, TX 77042

RE: \$5.2M loan between DeAngelo Vehicle Sales, LLC and Adrian Lewis Peterson

As per my Fee Agreement with Sure Sports Lending, I, Adrian Lewis Peterson, authorize the following wires (respective account information listed below) released out of my loan proceeds for the following:

- \$104,000 Service/Underwriting Fee
- \$160,905 Disgrace Insurance Premium
- \$159,650 LOV-PTD Insurance Premium
- \$3,197,250 Loan Payoff
- \$1,339,695.96 Initial Payment on Loan
- \$17,500 Legal/Closing

Sure Sports Lending - \$104,000

Wells Fargo Bank
1807 N Young Circle
Hollywood, FL 33020
Routing #: 121 000 248
Account #: 873 624 4040
Ref: Adrian Peterson

Hanleigh Management Inc. Premium Trust - \$160,905

BB&T International Services Division
200 S. College St., FL 18
Charlotte, NC 28202
Routing #: 063114137
Account #: 80009546
Ref: Adrian Peterson

International Specialty Insurance - \$159,650

BB&T
1661 North Bridge Street
Elkin, NC 28621
Routing #: 053101121
Account #: 0005200290110
Ref: Adrian Peterson LOV-PTD

Thrivest Specialty Funding III, LLC - \$3,197,250

WSFS Bank
500 Delaware Ave
Wilmington, DE 18901
Routing #: 031 100 102
Account #: 210 919 726
Ref: Adrian Peterson

Crown Bank - \$1,339,695.96

6600 France Avenue South Suite 125
Edina, MN 55435
Routing #: 091017060
Account #: 5160247
Beneficiary Name: Adrian Peterson



Sure Sports Lending - \$17,500

Wells Fargo Bank

1807 N Young Circle

Hollywood, FL 33020

Routing #: 121 000 248

Account #: 937 349 7966

Ref: Adrian Peterson

Please use the remaining loan proceeds deposited into my personal account with Crown Bank as follows:

Crown Bank

601 Marquette Ave S, Suite 125

Minneapolis, MN 55402

Routing #: 091 017 060

Account #: 1702380

Ref: Adrian Peterson

Sincerely,

A handwritten signature in black ink, appearing to read "Adrian Peterson", written over a horizontal line.

Adrian Lewis Peterson

Player Declaration Form

Name: Adrian Peterson

Age: 31

Club: NFL

I, Adrian Peterson, hereby represent, warrant and undertake that:

1. I do not have a criminal record.
2. I have not been convicted of driving under the influence of alcohol and/or drugs.
3. I have not been convicted of any drug and/or alcohol related offences.
4. I have not been convicted of any sex related offences.
5. I shall not at any time do anything detrimental to or say anything detrimental about the NFL Club
6. I shall not behave in any way that may be an embarrassment to or damage the reputation of the NFL Club
7. I confirm that I am currently in a good state of health and have been so for a period of 30 days prior to the date stated below. Further, I confirm that I am currently free from any injuries or illness which would prevent me from playing or training as a professional football player
8. To the best of my knowledge and belief there are no other conditions (medical or otherwise) that might affect my ability to fulfil the Player Contract.

To the best of my knowledge and belief there are no other facts or circumstances, which are likely to discredit or damage the reputation of the NFL Club.

I hereby acknowledge that the above are conditions of this agreement and that in the event that any of the above are found to be untrue or become untrue, Hanleigh shall have the right to terminate this agreement forthwith without any liability to me whatsoever. I agree to notify Hanleigh of any facts or circumstances that may impact on the above as soon as such facts or circumstances arise. The foregoing representations, warranties and undertakings are made by me to induce Hanleigh to enter into this agreement and I hereby acknowledge and concede that Hanleigh has entered into this agreement in reliance thereon.

Please sign below to acknowledge your acceptance of the above.

Signed 

Dated October 27, 2016

PROMISSORY NOTE**\$5,200,000.00**

THIS PROMISSORY NOTE ("Note") is made and effective this 27th day of October, 2016 ("Effective Transaction Date"),

BETWEEN: DEANGELO VEHICLE SALES, LLC, a limited liability company duly organized and existing under the laws of the State of Pennsylvania ("Lender"), having a principal address located at 9 Banks Avenue, McAdoo, PA 18237;

AND: ADRIAN LEWIS PETERSON, an individual having an address located at 2 E Rivercrest Dr., Houston, TX 77042 ("Borrower")

With each being referred to individually as a "Party," and collectively as the "Parties" throughout this Note.

I. TERMS

FOR VALUE RECEIVED, Borrower, on behalf of himself and his heirs, executors, administrators, personal representatives, and permitted assigns promises to pay to the order of Lender, or its assigns (Lender and/or its assigns, as applicable, are collectively referred to as "Holder") or its respective designees, in accordance with the payment schedule attached hereto as Exhibit A ("Repayment Schedule"), the principal sum of Five Million, Two Hundred Thousand Dollars (USD \$5,200,000.00) (the "Loan"), together with interest as provided herein, and all other Obligations (as defined herein) that may be owing by Borrower to Lender under the Loan Documents (as defined herein), from the date hereof until the earlier of (i) Maturity, or (ii) the acceleration of the obligations and liabilities owing by Borrower to Lender, as outlined hereunder.

II. DEFINITIONS

1. MATURITY. "Maturity Date" or "Maturity" shall mean March 27, 2017.
2. PRINCIPAL. "Principal" or "Principal Amount" shall refer to the net disbursement amount of Five Million, Two Hundred Thousand Dollars (USD \$5,200,000.00), plus any increases due to a failure to pay or any additional loan made by Lender to Borrower under the terms of this Note.

Lender's sole obligation contained within this Note shall be to provide Borrower with the net disbursement amount of Five Million, Two Hundred Thousand Dollars (USD \$5,200,000.00). Borrower acknowledges that Lender shall have no obligation to lend additional monies to Borrower.

3. PAYMENT. "Payment" shall mean the transfer by Borrower to Lender of any monies due and payable to Lender under the terms of this Note. All Payments shall be made in legal currency



of the United States (USD). Payments shall be made pursuant to and governed by the provisions contained in Section III of this Note.

4. EVENT OF DEFAULT. An "Event of Default" shall mean the happening of any of the occurrences outlined in Section IV of this Note.
5. COLLECTION COSTS. "Collection Costs" shall refer to any costs: (i) incurred by Borrower or Lender if this Note is placed in the hands of an attorney for the purpose of enforcement for collection; (ii) collected through lawsuit, probate, or bankruptcy court; or (iii) incurred by Borrower or Lender in the case of occurrence of any Event of Default under this Note.
6. LOAN DOCUMENTS. "Loan Documents" shall refer to the collection of documents delivered to Borrower in conjunction with this Note, including, without limitation, this Note, the "Loan and Security Agreement," and/or any other documents provided by Lender to Borrower related to the subject matter of this Note.

III. PAYMENT

7. PROMISE TO PAY. Borrower acknowledges that installments of the Principal Amount and interest as accrued thereon shall be due and payable to Holder in the amounts and on the dates shown on the Repayment Schedule; provided, however, that the entire Principal Amount, together with all accrued and unpaid interest and any other charges, advances, and fees, if any, outstanding hereunder, shall be due and payable to Holder in full on the earlier of (i) the Maturity Date, or (ii) upon the acceleration of this Note in accordance with the terms hereof.

Borrower shall be solely responsible for making timely Payments in accordance with the Repayment Schedule and acknowledges that Holder has no duty or obligation to notice or warn Borrower at the time when Payments become due. Payments will be delivered when due to Lender via domestic wire to: DeAngelo Vehicle Sales, LLC, Landmark Community Bank, 383 S. Poplar Street, Hazelton, PA 18201, Routing #: 031 318 677, Account # 511527. Holder may amend where Payments must be wired through providing Borrower prior written notice. Notwithstanding any provision to the contrary contained within this Note or the Loan Documents, Borrower's maintenance of a direct deposit relationship with Lender shall not be a requirement for Borrower's receipt of the Loan.

All Payments shall be applied first to accrued interest due, and thereafter to the outstanding Principal Amount. Any outstanding Principal and interest, together with any and all other unpaid amounts that are owed by Borrower to Holder under this Note, and/or any other Loan Documents executed in connection herewith, shall be due and payable on the earlier of (i) the Maturity Date, or (ii) the acceleration of the obligations and liabilities owing by Borrower to Holder under this Note, and/or any other Loan Documents executed in connection herewith, in accordance with the terms hereof or thereof.

The Principal Amount outstanding shall bear interest at a rate of interest per annum equal to 12% ("Interest Rate"). The Interest Rate shall be calculated based on a 360-day year and

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charged for the actual number of days elapsed beginning as of the Effective Transaction Date of this Note.

Notwithstanding any provision to the contrary contained in this Note and/or any Loan Documents executed in connection herewith, in no event shall the interest rate charged on the Loan exceed the maximum rate of interest permitted under applicable state and/or federal usury law. Any payment of interest that would be deemed unlawful under applicable law for any reason shall be deemed received on account of, and will automatically be applied to reduce, the outstanding Principal Amount and any other sums (other than interest) due and payable to Holder under this Note, and the provisions hereof shall be deemed amended and modified to provide for the highest rate of interest permitted under applicable law.

8. EXTENSIONS & RENEWALS. Borrower consents to any extension, renewals, or modifications of this Note or any part thereof without notice, and Borrower agrees that it will remain liable as such during any extension, renewal, or modification hereof until the Loan is fully paid.
9. RETURNED CHECKS DUE TO INSUFFICIENT FUNDS. Borrower accepts and acknowledges that a fee of Twenty Dollars (USD \$20.00) will be charged and applied to the Principal Amount for any check returned that was made by Borrower to Holder due to insufficient funds in Borrower's account.
10. PREPAYMENT. Provided that Borrower is not in default of the terms, covenants, and conditions of this Note pursuant to an Event of Default, this Note may be prepaid any time without penalty, in whole or in part, by paying Holder an amount equal to the sum of (i) the Principal Amount then outstanding; (ii) all interest due; and (iii) any late charge and/or other charges or fees then due and owed to Holder. Borrower may prepay all or part of this Note, which prepaid amounts shall be applied to the Principal Amount due in reverse order of their due dates, and shall be credited to installments of the Principal Amount in the inverse order of its Maturity.

In the event Borrower is in default: (i) no portion of the Principal Amount or interest thereon may be prepaid. In the event that any Payment (or portion thereof) is received by Holder in advance of the Maturity Date or the acceleration of Borrower's duties and obligation according to this Note, such Payment (or portion thereof) shall not be credited against the obligations of Borrower under this Note and/or the Loan Documents executed in connection herewith ("Obligations") until the next, applicable due date noted on the Repayment Schedule; and (ii) in the event that Holder receives Payment hereunder in excess of the scheduled amount of a Payment pursuant to the Repayment Schedule, such excess shall be allocated to future Payments (up to the otherwise unpaid scheduled amounts thereof) and credited against the Obligations on the applicable due date of such future Payment as they become due.

11. SECURITY. Borrower agrees and acknowledges that until the Principal Amount and interest owed under this Note is paid in full, this Note will be secured by Borrower's contract with Minnesota Vikings Football, LLC ("Borrower's Team") with a date of execution on or around July 20, 2015. In the event Borrower is traded, moves to, or signs a free-agent contract with another team based within the United States or outside of the United States while this Note

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remains outstanding and in effect, this Note will be secured by whatever subsequent contract(s) Borrower enters into that replaces or follows the contract identified herein.

In the event Borrower's contract expires or Borrower's Team files for bankruptcy, Borrower will be held personally liable for any outstanding Principal Amount and interest thereon, plus any increases due to a failure to pay or additional loan by Lender to Borrower under the terms of this Note.

Borrower hereby consents to the issuance of a continuing writ of garnishment or attachment against his disposable earnings in order to satisfy, in whole or in part, any money judgment entered in favor of Lender pursuant to this Note.

This Note shall be the joint and several obligation of Borrower, and Borrower's sureties, guarantors, and endorsers hereof, and shall be binding upon them and their respective heirs, executors, administrators, successors, administrators, personal representatives, and permitted assigns. Borrower shall pay the costs of all documentary, revenue, tax, or other stamps now or hereafter required by any law at any time to be affixed to or which are otherwise made necessary as a result of this Note, and if any taxes be imposed with respect to debts secured by mortgages and/or deeds of trust with respect to notes evidencing debts so secured, Borrower agrees to pay Holder the full amount of any such taxes, and hereby waives any contrary provisions of any laws or rules of court now or hereafter in effect.

IV. REMEDIES

12. REPRESENTATIONS AND WARRANTIES. Borrower hereby makes the following representations and warranties, before and after giving effect to the transactions contemplated hereby this Note: (i) There is no claim, action, lawsuit, proceeding, arbitration, complaint, charge or investigation pending, or to the Borrower's knowledge, currently threatened against or involving Borrower; (ii) Borrower has no obligations to make payments to any third party pursuant to any instrument, judgment, order, writ, decree, note, or indenture; and (iii) in the event Borrower does have other obligations to make payments to a third party pursuant to any written instrument, Borrower has fully informed Lender of same, in addition to any liens placed on Borrower's property pursuant to such obligations, via the "Other Current Liabilities / Liens of Borrower" document attached hereto as Exhibit B.

13. EVENTS OF DEFAULT. The occurrence of any of the following event(s) shall constitute an "Event of Default" under this Note:

- a) The failure by Borrower to pay or otherwise satisfy, or cause to be paid or otherwise satisfied, the Principal Amount and any interest accrued thereon, as accrued, as and when due in accordance with the Repayment Schedule and the terms hereof (i.e. by the Maturity Date);
- b) The voluntary filing by Borrower of a petition in bankruptcy or other action by Borrower seeking protection from Borrower's creditors under bankruptcy or

insolvency laws (each a "Voluntary Petition," and collectively, the "Voluntary Petitions");

- c) The filing of an involuntary bankruptcy petition by Borrower's creditors, together with the failure of such petition to be dismissed, rescinded, or otherwise rendered of no further legal effect within sixty (60) days of such filing (each an "Involuntary Petition," and collectively, the "Involuntary Petitions," and together with the Voluntary Petitions, "Insolvency Petitions");
- d) Any breach or violation by Borrower of Borrower's representations, warranties, covenants, agreements, or obligations under this Note or any other Loan Document (Borrower acknowledges that all such representations, warranties, covenants, agreements and obligations of Borrower are fundamental and a material inducement for Lender to enter into this Note and the Loan Documents, and that any breach, regardless of degree or nature, shall be considered material in nature and an Event of Default hereunder);
- e) Any voluntary alteration by Borrower of the withholdings or deductions made from time to time by Borrower's Team from sums due and owing to Borrower under Borrower's contract with Borrower's Team in any manner that is materially inconsistent with Borrower's prior withholdings or deductions, or that materially reduces the net amount of any payment to be made by Borrower's Team under Borrower's contract with Borrower's Team;
- f) The unenforceability of any material term or condition of this Note or any other Loan Document;
- g) If Borrower makes an assignment of this Note for the benefit of creditors, or admits in writing Borrower's inability to make Payments according to the Repayment Schedule as they become due; or
- h) The occurrence of any event defined as an "Event of Default" according to any Loan Documents executed in connection herewith this Note.

Upon the occurrence of an Event of Default, and if said Event of Default shall remain uncured for a period of ten (10) days thereafter, at the option and upon the declaration of Holder and upon written notice to Borrower ("Acceleration Notice"), the entire unpaid Principal Amount and any accrued and unpaid interest thereon shall, without presentment, demand, protest, or prior written notice of any kind, all of hereby are expressly waived, be forthwith due and payable, and Holder may, immediately and without expiration of any applicable grace period, enforce Payment of all amounts due and owing under this Note and exercise all other remedies granted to Holder at law, equity, or otherwise.

Furthermore and in addition to the foregoing, upon the occurrence of an Event of Default, this Note shall bear additional interest on the Principal Amount, plus any accrued interest and any other outstanding obligations under the Note, at a per annum rate equal to the lesser of (i) Ten

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Percent (10%), or (ii) the maximum interest rate that Borrower may by law be required to pay ("Default Rate"). The Default Rate shall be computed beginning from the occurrence of the Event of Default (without regard to any notice or grace period) until the earlier of the date upon which (i) the Event of Default is cured to the Holder's sole satisfaction, or (ii) all obligations and liabilities under the Note are paid in full in cash, or via any legal tender agreed to be accepted by Holder. For purposes of clarification, the Default Rate shall be calculated based upon, and added to, the Principal Amount, plus any and all interest accrued thereon via the Interest Rate.

14. ACCELERATION. In addition to Holder's right to demand Payment in full of all obligations and liabilities owed by Borrower to Lender under this Note and/or any other Loan Documents executed in connection herewith upon the occurrence of an Event of Default, Lender shall have the right to demand immediate Payment of the outstanding Principal Amount and all interest accrued thereon if Borrower is offered terms similar to the financing contemplated for Borrower in the "Sure Sports Lending Term Sheet," attached hereto as Exhibit C.
15. BANKRUPTCY. Borrower hereby acknowledges that in the event Borrower becomes a party to an Insolvency Petition, whether voluntary or involuntary, under the United States Bankruptcy Code or any other insolvency law of any state or of the United States, whether or not an Event of Default shall have occurred hereunder, Lender will be required to retain legal counsel in order to represent its interest pursuant to the terms of this Note. In such event, to the extent permitted by law, and subject to the approval of the United States Bankruptcy Court, Borrower agrees to reimburse and pay Lender, upon demand, any and all attorney's fees and costs, including, without limitation, court costs incurred by Lender in connection with any and all aspects of such representation. Without limiting the generality of the foregoing, Lender shall be entitled to reimbursement of all attorney's fees and costs incurred in connection with consultation concerning the bankruptcy filing, negotiation concerning the treatment of Lender, consultation concerning the impact of the proposals by Borrower regarding administration of the bankruptcy estate, preparation and filing of proofs of claim, and the filing and prosecution of motions and/or adversary proceedings. To the fullest extent permitted by law, the fees and costs referred to herein shall be deemed part of the overall obligation owed by Borrower to Lender and shall bear interest at the applicable Interest Rate set forth in this Note from the date the attorney's fees and costs are incurred by Lender.
16. DELAY. The failure or delay by Holder in the exercise of any power, right, or privilege, or to declare any default hereunder, shall not operate as a novation of this Note or as a waiver thereof. Any and all waivers of any term or provision contained in this Note, or any power, right, or privilege bestowed upon Holder hereunder, must be in writing, signed by Holder.
17. CUMULATIVE. The remedies under this Note shall be cumulative in nature, concurrent, and may be pursued singularly or successively together, at the sole discretion of Holder, and may be exercised as often as occurrence thereof. All rights and remedies existing hereunder are cumulative, and not exclusive of, any rights or remedies otherwise available.
18. COSTS. Borrower shall be liable to pay all reasonable and necessary Collection Costs, including, without limitation, those relating to reasonable attorney's fees incurred by Lender

due to Borrower's failure to make Payment as described herein and/or Lender's enforcement of this Note, whether by court action or otherwise.

19. NO INJUNCTIVE RELIEF. Borrower hereby waives the right to assert a claim or counterclaim against Lender for injunctive relief and/or specific performance arising out of or relating to this Note, including, without limitation, any claim or counterclaim against Lender relating to the exercise of Lender's rights and remedies arising out of or relating to this Note. Borrower hereby acknowledges that any claim or counterclaim against Lender arising out of or relating to this Note can be adequately remedied by action at law for money damages.
20. WAIVER OF JURY TRIAL. Lender and Borrower hereby knowingly, voluntarily, and intentionally waive the right either may have to a trial by jury in respect to any litigation based hereon, or arising out of, under, or in connection with this Note and/or any Loan Documents executed in connection herewith, or any course of conduct, course of dealing, statements (whether oral or written) or actions of either Party. Borrower hereby represents that no representations of fact or opinion have been made by any individual to induce this waiver of trial by jury or to in any way modify or nullify its effect.
21. CONFESSION OF JUDGMENT. Lender acknowledges that Borrower's execution of this Note and providing of the Loan is contingent upon, and is primarily induced by, Lender's execution of the Confession of Judgment ("Confession of Judgment") provided by Borrower in conjunction with the Loan Documents. Lender acknowledges that the Confession of Judgment is a legal document executed under penalty of perjury, and shall be enforceable in any court of law in the jurisdiction governing the execution of this Note. The Confession of Judgment is attached hereto as Exhibit D.
- V. MISCELLANEOUS
22. BINDING. This Note shall be binding upon Borrower and Borrower's successors and permitted assigns, shall inure to the benefit of Lender and its successors and permitted assigns, and may be assigned by Lender without seeking prior approval from Borrower. Borrower may not assign this Note or any of Borrower's obligations and liabilities hereunder without the prior written consent of Lender. Any such purported assignment in contravention of this provision shall be null and void.
23. WAIVERS AND ACKNOWLEDGEMENTS OF BORROWER. Borrower hereby (i) waives presentment for payment, demand, protest and notice of presentment, notice of acceleration, notice of protest, notice of nonpayment, notice of dishonor, and each and every notice of any kind respecting this Note and the enforcement hereof; (ii) agrees and acknowledges that Lender at any time or times, without notice to or obtaining Borrower's consent, may grant extensions of time, without limit as to the number of the aggregate period of such extensions, for the Payment of any amounts owed pursuant to the Principal Amount, plus interest and/or other sums due and owed to Lender hereunder; (iii) waives all exemptions, including, without limitation, with regard to garnishment, under the laws of the State of New York and/or any other state or territory of the United States of America, to the fullest extent permitted by law; and (iv) waives the benefit of any law or rule intended for Borrower's advantage or protection as an obligor

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under this Note or providing for Borrower's release or discharge from liability under this Note, in whole or in part, on account of any facts or circumstances other than full and complete payment of all amounts due under this Note.

24. RELATIONSHIP. Lender and Borrower intend that the relationship created and evidenced by this Note shall be solely that of debtor and creditor, and that nothing in this Note shall be construed or interpreted as creating a joint venture, partnership, or any other type of agency relationship between Lender and Borrower.
25. NOTICES. All notices or other communications hereunder shall be in writing and shall be sent via email or by prepaid first class U.S. mail to a Party at its address given above, or to any other address as to which such Party notifies the other, and shall be deemed given one (1) day following the issuance thereof if sent by email, or three (3) days following the deposit thereof with the United States Postal Service.
26. SEVERABILITY. Any term or provision of this Note that is deemed invalid or unenforceable by a court of competent jurisdiction shall be modified and enforced to the fullest extent permitted by law or statute, and shall not affect the validity or enforceability of the remaining terms and provisions hereof.
27. GOVERNING LAW; JURISDICTION. This Note shall be deemed entered into in the State of New York, and shall be governed and construed under the laws of the State of New York, without regard to conflict of law principles thereof. The Parties hereby irrevocably submit to the exclusive personal jurisdiction and venue of any state or federal court sitting in the State of New York regarding any action or proceeding arising out of or relating to this Note, hereby waive any claims of objections or defenses thereto, and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in such New York state or federal court.
28. ENTIRE AGREEMENT. All understandings, representations and agreements heretofore with respect to this Note are merged into this Note, which, together with the Loan Documents executed in connection herewith, fully and completely express the agreement between Lender and Borrower. Borrower acknowledges that neither Lender nor any other party acting in concert with Lender has made any representation, warranty, or statement to Borrower in order to induce Borrower into executing this Note, and hereby expressly waives any and all claims for fraud in the inducement.

The terms and provisions contained in this Note may not be terminated orally, or varied, discharged, altered, or modified except by a writing signed by the Party to be charged therewith.

This Note may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Any signature delivered by a Party via facsimile or electronic transmission shall be deemed an original signature hereto.

29. AMBIGUITIES. Each Party acknowledges that its legal counsel has participated in the preparation of this Note and therefore stipulates that the rule of construction stating that ambiguities are to be resolved against the drafting Party shall not be applied in the interpretation of this Note to favor one Party against the other.
30. LEGAL COUNSEL. THIS DOCUMENT CONTAINS LEGAL TERMS AND RIGHTS THAT AFFECT BORROWER. BORROWER HEREBY ACKNOWLEDGES THAT LENDER HAS ADVISED BORROWER TO SEEK INDEPENDENT LEGAL COUNSEL AND THAT BORROWER HAS SECURED OR HAS HAD THE OPPORTUNITY TO SECURE LEGAL COUNSEL TO REPRESENT BORROWER IN CONNECTION WITH THIS AGREEMENT.

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned have caused this Note to be duly executed as of the Effective Transaction Date written above.

BORROWER:


By: Adrian Lewis Peterson

2 E Rivercrest Dr.
Houston, TX 77042

LENDER:



By: Paul Deangelo

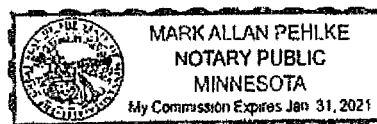
I have authority to bind Lender

DeAngelo Vehicle Sales, LLC
9 Banks Avenue
McAdoo, PA 18237

STATE OF MN)
COUNTY OF Hennepin)SS:

On October 27, 2016, Adrian Lewis Peterson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.


Notary Public



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EXHIBITS TO PROMISSORY NOTE

- EXHIBIT A: REPAYMENT SCHEDULE
- EXHIBIT B: OTHER CURRENT LIABILITIES / LIENS OF BORROWER
- EXHIBIT C: SURE SPORTS LENDING TERM SHEET
- EXHIBIT D: CONFESSION OF JUDGMENT

Exhibit A

REPAYMENT SCHEDULE

Payment	Date	Interest	Principal	Total
1	1-Nov-16	\$0	\$0	\$0
2	1-Dec-16	\$0	\$0	\$0
3	1-Jan-17	\$0	\$0	\$0
4	1-Feb-17	\$0	\$0	\$0
5	1-Mar-17	\$260,000	\$5,200,000	\$5,460,000
		\$260,000	\$5,200,000	\$5,460,000

Exhibit B

OTHER CURRENT LIABILITIES / LIENS OF BORROWER

- Loan with Crown Bank – Two Million, Four Hundred Thousand Dollars (USD \$2,400,000.00)

Exhibit C

SURE SPORTS LENDING TERM SHEET

Adrian Peterson
Draft Outline of Terms
October 18th, 2016

This Summary of Preliminary Terms and Conditions is intended as an outline of the terms to apply to the financing contemplated for Adrian Peterson. It does not represent and may not be relied upon as representing any commitment to fund the entire loan request.

Facility: Contract advance on a \$18M NFL Contract between Adrian Peterson and the Minnesota Vikings

Purpose: Consolidate, reduce the rate and defer payments on existing unsecured debt

Borrower: Adrian Peterson

Loan Amount: \$5,200,000

Rate: 12%

Term: 5 months

Amortization: Balloon

Repayment: Repayment of all principal and accumulating interest deferred until Maturity Date

Payment	Date	Interest	Principal	Total
1	1-Nov-16	\$0	\$0	\$0
2	1-Dec-16	\$0	\$0	\$0
3	1-Jan-17	\$0	\$0	\$0
4	1-Feb-17	\$0	\$0	\$0
5	1-Mar-17	\$260,000	\$5,200,000	\$5,460,000
		\$260,000	\$5,200,000	\$5,460,000

Disbursement:

Loan Amount	
Payoff Thrivent Specialty Funding Loan	(\$3,197,250)
Initial Payment on Crown Bank Loan (Est)	(\$1,339,696)
Lender Origination Fee	(\$208,000)
SSL Underwriting Fee	(\$104,000)
Disgrace Insurance (Est)	(\$160,905)
Purchase \$8M LOV Policy (Est)	(\$159,650)
Legal/Closing Costs	(\$17,500)
Net to be Disbursed to Borrower (Est)	\$12,999

**Initial Payment required upon execution of Forbearance Agreement provided by Crown Bank*

Fees:

Any usual and customary fees related to closing, loan documentation & due diligence are at the sole discretion of the loan facilitator.

Underwriting fee to be paid to Sure Sports Lending on the initial funding and any, increase, extension, modification or refinancing provided by the Lender.

Any savings provided by Sure Sports Lending below above estimates will be passed through to the Borrower at a rate of 60/40 in favor of the Borrower.

Closing: Estimated to be on or October 26th, 2016

Requirements: Borrower to maintain sufficient direct deposit relationship with Lender at the sole discretion of the Lender

Dishonor & Disgrace Insurance to be retained throughout the entirety of the loan at the Borrower's expense

Lender to be named as sole beneficiary on existing \$3M Loss-of-Value, Permanent Total Disability Insurance Policy

Lender to be named as primary beneficiary on existing \$8M Loss-of-Value, Permanent Total Disability Insurance Policy

Other: No pre-payment penalty

Agreed & Accepted

By:

Adrian Peterson - Borrower

Date:

10-26-16

By:

Lender

Date:

10/31/16

Exhibit D**CONFESSION OF JUDGMENT**

Pursuant to New York Civil Practice Law & Rules §3218, I, ADRIAN LEWIS PETERSON ("PETERSON"), hereby admit, acknowledge, certify, and confess judgment to DEANGELO VEHICLE SALES, LLC ("Lender") upon the terms and subject to the conditions set forth below:

1. **Factual Basis for Confession of Judgment.** Pursuant to the Promissory Note, Loan and Security Agreement, and other documents entered in between PETERSON and Lender on or around October 27, 2016 for the purpose of effecting the transaction referred to therein (collectively, the "Loan Documents"), Lender loaned Five Million, Two Hundred Thousand Dollars (USD \$5,200,000.00) (the "Loan") to PETERSON. The Loan Documents reflect Lender's providing of the Loan to PETERSON. The Loan is in the original principal sum of Five Million, Two Hundred Thousand Dollars (USD \$5,200,000.00) and bears interest at the rate of Twelve Percent (12%) per annum. The Loan, and all interest accrued thereon, is due and payable in full in five (5) months.
2. **Confession of Judgment.** Subject and pursuant to the Loan Documents, PETERSON hereby confesses judgment to Lender for all sums that have come due and remain unpaid under the Loan Documents (the "Balance Due"). PETERSON hereby authorizes entry of judgment against PETERSON, and in favor of Lender, for the Balance Due, pursuant to the terms of and subject to the conditions set forth in this Confession of Judgment.
3. **Authority and Procedure for Entry of Judgment.** PETERSON hereby empowers the Clerk of the Supreme Court located in Erie County, New York (the "Clerk") to enter judgment against PETERSON, and in favor of Lender, for the Balance Due upon the occurrence of an Event of Default, as such term is defined in the Loan Documents, and the giving to him of all notices, if any, as required by the terms of the Loan Documents. As a condition to entry of the judgment amount reflecting the Balance Due, Lender shall, either personally or through an attorney authorized to practice in the State of New York, make and file with the Clerk a pre-judgment affidavit (the "Affidavit"). The Affidavit shall state with particularity: (i) the existence and nature of the Event of Default, (ii) the giving of all notices, if any, as required by the Loan Documents, and (iii) the failure of PETERSON to pay the Balance Due prior to

the expiration of any applicable grace period. The Affidavit shall be accompanied by an accounting and/or statement showing the calculation of the Balance Due, together with copies of notices of nonpayment sent and responses to such notices, if any. PETERSON shall be provided with copy of the Affidavit at least three (3) business days prior to the filing of same. Based upon the Affidavit, the Court may immediately enter judgment against PETERSON, and in favor of Lender, for the Balance Due as set forth in the Affidavit. Lender may not enter judgment against PETERSON or file this Confession of Judgment with any court unless and until the Affidavit has been filed with the Clerk.

4. Termination of the Confession of Judgment. This Confession of Judgment shall automatically be terminated, and deemed null and void, upon the payment of the Loan in full.
5. This confession of judgment is not for the purpose of securing Lender against a contingent liability.


ADRIAN LEWIS PETERSON

10-26-16
Date


VERIFICATION

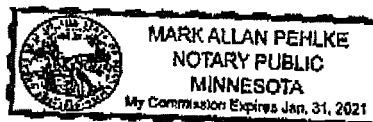
I, ADRIAN LEWIS PETERSON, have read the foregoing Confession of Judgment and know the contents thereof. I declare under penalty of perjury that the factual statements set forth in the foregoing Confession of Judgment are to the best of my knowledge true and correct and that this Verification was executed on or around October 27, 2016.


ADRIAN LEWIS PETERSON

STATE OF MN)
COUNTY OF Hennepin)SS:

On October 27, 2016, Adrian Lewis Peterson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.


Notary Public



LOAN AND SECURITY AGREEMENT

THIS LOAN AND SECURITY AGREEMENT ("Agreement") is made and entered into as of this 27th day of October, 2016 ("Effective Date"):

BETWEEN: DEANGELO VEHICLE SALES, LLC, a limited liability company duly organized and existing under the laws of the State of Pennsylvania ("Lender"), having a principal address located at 9 Banks Avenue, McAdoo, PA 18237;

AND: ADRIAN LEWIS PETERSON, an individual having an address located at 2 E Rivercrest Dr., Houston, TX 77042 ("Borrower")

With each being referred to individually as a "Party," and collectively as the "Parties" throughout this Agreement.

RECITALS

WHEREAS, Borrower desires to obtain a loan from Lender in the aggregate principal amount of Five Million, Two Hundred Thousand Dollars (USD \$5,200,000.00) (the "Loan"); and

WHEREAS, Lender is willing to fund the Loan to Borrower upon execution of and subject to the terms and conditions contained in this Agreement and the other Loan Documents described herein.

NOW, THEREFORE, in consideration of the Loan and the mutual covenants and agreements contained herein, and intending to be legally bound, Lender and Borrower hereby agree as follows:

I. DEFINITIONS

In addition to any other terms defined in this Agreement or the Loan Documents, the following terms shall have the meaning set forth with respect thereto:

1. **APPLICABLE LAW**. "Applicable Law" shall mean all laws, statutes, regulations, rulings, orders, codes, ordinances, interpretive guidance, rules, treaties or other requirements of any governmental or administrative authority with competent jurisdiction over Borrower or any of Borrower's activities or assets.
2. **BORROWER'S TEAM**. "Borrower's Team" shall mean Minnesota Vikings Football, LLC, and its successors and assigns with respect to the Player Contract.
3. **CLOSING**. "Closing" shall mean the funding of the Loan and the consummation of the other transactions contemplated by this Agreement.

4. LOAN APPLICATION. "Loan Application" shall mean the certain loan application executed and delivered by Borrower in connection with the Loan.
5. LOAN DOCUMENTS. "Loan Documents" shall mean this Agreement, the Promissory Note, and/or all other documents, instruments, and agreements executed and/or delivered by Borrower, or any third party, for the benefit of Lender, in connection with the Loan.
6. OBLIGATIONS. "Obligations" shall mean the obligations evidenced by the Promissory Note and/or any other Loan Document, including the payment of all principal and interest thereon, together with all other indebtedness and costs and expenses for which Borrower is responsible for under this Agreement or any of the Loan Documents.
7. PAYMENT. "Payment" shall mean the transfer by Borrower to Lender of any monies due and payable to Lender under the terms of this Agreement and/or the other Loan Documents.
8. PLAYER CONTRACT. "Player Contract" shall mean the contract, as may be amended from time to time, between Borrower and Borrower's Team, together with all applicable provisions of the related collective bargaining agreement and all rules promulgated by Borrower's Team or the professional league in which Borrower plays in accordance therewith.
9. REPAYMENT SCHEDULE. "Repayment Schedule" shall mean the payment schedule attached to the Promissory Note as Exhibit A.

II. FUNDING AND PAYMENT OF THE LOAN

10. LENDER ACCOUNT. Lender shall designate a Lender-owned bank account to serve as the funding account for the purpose of Payment ("Lender's Account"). In addition to the other purposes described in this Article II, funds placed in Lender's Account may be used by Lender to pay any bank fees incurred by Lender in connection with the maintenance of Lender's Account.
11. CLOSING; DISTRIBUTION OF LOAN PROCEEDS. Upon execution and delivery by Borrower to Lender of this Agreement, the Promissory Note, and such other documents and agreements as Lender may reasonably require, in Lender's sole discretion, from Buyer in connection with the Loan, Lender shall fund the Loan and distribute the proceeds thereof in accordance with the "Loan Proceeds Distribution Schedule," attached hereto as Exhibit A.

III. SECURITY

12. Grant of Security Interest. In order to secure the prompt Payment and performance of all of Borrower's Obligations, and the Payment and performance of all of Borrower's other obligations under the Loan Documents, Borrower hereby grants Lender a security interest in and to the Player Contract.
13. PERFECTION OF SECURITY INTEREST. Borrower shall deliver to Lender any and all instruments, documents, and certificates, as deemed necessary by Lender, duly endorsed and/or

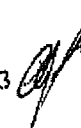
accompanied by instruments of assignment and transfer, in form and substance satisfactory to Lender. Borrower shall deliver and/or Lender shall have received evidence satisfactory to Lender that, upon the filing and recording of any financing statements required by Lender hereunder, Lender shall have a valid and perfected first priority security interest in the Player Contract. Borrower authorizes Lender to file financing statements and addenda, continuation statements and amendments thereto, personal property security agreements and addenda, and continuation statements and amendments thereto, all in such form and in such filing offices as Lender may require to perfect or to preserve, maintain or continue the perfection of the security interest in the Player Contract and Lender's priority. Borrower further agrees to execute and deliver to Lender, or to cooperate with Lender in obtaining from any third party, upon Lender's request, any control agreement, acknowledgment of bailment, or other document Lender may request in order to perfect or to preserve, maintain, or continue the perfection of Lender's security interest in the Player Contract and its priority. Borrower shall pay the costs of filing any financing statement, financing statement addendum, continuation statement or termination statement as well as any recordation or transfer tax required by law to be paid in connection with the filing or recording of any such document. A carbon, photographic, or other reproduction of this Agreement is sufficient as a financing statement. Borrower shall not file any amendments, correction statements or termination statements concerning the Collateral without the prior written consent of Lender.

14. POWER OF ATTORNEY. Borrower authorizes Lender to request other secured parties of Borrower to provide such accountings, confirmations of collateral, and confirmations of statements of account concerning Borrower as Lender may require. Borrower hereby appoints Lender or any officer of Lender as Borrower's attorney in fact for purposes of endorsing Borrower's name on any such requests to be delivered to other secured parties of Borrower, which power of attorney is coupled with an interest and irrevocable.
15. CROSS-COLLATERALIZATION. In addition to Borrower's Obligations, the security interest granted by this Agreement secures the principal of and interest on all other payments, premiums and other amounts due or that may become due under any now existing or hereafter incurred indebtedness of Borrower to Lender.

IV. REPRESENTATIONS AND WARRANTIES

Borrower hereby represents and warrants to Lender each of the following:

- a) Borrower and Borrower's assets are in full compliance with all Applicable Law, and the execution and delivery of this Agreement and the Loan Documents by Borrower, and the performance by Borrower of his duties, obligations, and responsibilities hereunder and thereunder, will not violate any Applicable Law;
- b) Upon execution and delivery by Borrower to Lender, this Agreement and the other Loan Documents executed in connection herewith constitute valid and legally binding obligations of Borrower enforceable against Borrower in accordance with the terms and provisions hereof and thereof.

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- c) There is no pending proceeding involving or, to the best of Borrower's knowledge, threatened against Borrower before any court of governmental authority, agency, or arbitration authority;
- d) There is no agreement or other document, or other duties, responsibilities, or obligations, binding on Borrower or that would affect Borrower's rights, assets, or properties in a manner that would conflict with or any way prevent the execution, delivery, or carrying out of the terms of this Agreement and the other Loan Documents that has not been made known to Lender by Borrower;
- e) Borrower has good title in and to Borrower's assets described in the Loan Application;
- f) All taxes and assessments of any nature due and payable by Borrower have been paid, and Borrower has filed all tax returns that Borrower is required to file;
- g) Borrower has provided Lender with a true, accurate, and complete copy of the Player Contract; the Loan Application fairly represents Borrower's financial condition as of the date of such Loan Application; there has been no material adverse change in Borrower's financial condition, debts, or earnings since the date of execution of such Loan Application; and all factual information provided by Borrower to Lender is and will remain accurate on the date as of which such information is delivered to Lender and is not and will not be incomplete by the omission of any material fact necessary to make such information not inaccurate or misleading;
- h) Upon the consummation of the transactions contemplated by this Agreement at Closing, except for the Obligations evidenced and secured by the Loan Documents, obligations described in the Loan Application, and unpaid payroll taxes withheld by Borrower's Team: (i) Borrower will have no individual liability, fixed or contingent, in excess of the amount of the Loan, and (ii) Borrower's aggregate accrued liabilities (including, without limitation, accrued utility bills, insurance premiums, taxes, subscriptions, rents, and service fees), whether or not the due and payable will not be greater than two (2) times the amount of the Loan;
- i) Except as already made known to Lender, Borrower is not a guarantor or co-signor with respect to, and is not otherwise directly or indirectly responsible for, the financial obligations, indebtedness, or liabilities of any third party, and, except as provided for in the Loan Documents and Loan Application, Borrower has not agreed to indemnify, defend, or hold harmless any third party;
- j) Borrower has not engaged in any wrongful conduct that could give rise to any future material liability under any agreement or Applicable Law;
- k) To the best of Borrower's knowledge, Borrower is not suffering from any mental or physical condition that will materially adversely affect, or could be reasonably expected to materially adversely affect, Borrower's ability to perform as a professional

athlete at a level consistent with Borrower's past performance, at all times while the Obligations remain outstanding;

- l) Neither Borrower, nor to the best of Borrower's knowledge, Borrower's Team, is in breach of any term or conditions contained in the Player Contract, and Borrower is not in default of any material obligations contained in any other instrument or agreement; and
- m) All representations and warranties hereunder shall be deemed made at and as of the Effective Date hereof and at and as of Closing.

V. COVENANTS

16. AFFIRMATIVE COVENANTS. Until full payment and performance of all of the Obligations, Borrower shall, unless Lender consents otherwise in writing (and without limiting any other requirement contained in any other Loan Document), do each of the following:

- a) Strictly comply with all Applicable Law;
- b) Within a reasonable time (and in no event later than seven (7) days following the occurrence of any event described herein) advise Lender in writing of: (i) any injury, illness or other medical condition that has materially adversely affected, or could reasonably be expected to materially adversely affect, Borrower's ability to continue to perform Borrower's obligations under the Player Contract at a level consistent with Borrower's past performance; (ii) any other condition, event, or act that has materially adversely affected, or could reasonably be expected to materially adversely affect, Borrower's mental or physical health, assets, liabilities, financial condition, reputation or ability to perform and comply with the Loan Documents, or Lender's rights under the Loan Documents; (iii) any failure or alleged failure of Borrower to comply with the Player Contract, or any claim by Borrower's Team or the professional league for which Borrower plays, or any of their respective representatives, that Borrower's compensation under the Player Contract will or may be suspended, terminated, set off or reduced, or that Borrower is or may be obligated to repay any such compensation or pay any fine or penalty; (iv) any material change in Borrower's obligations thereunder; (v) any actual or pending loan or trade of Borrower to another team, or buyout or assignment of the Player Contract, or other material change in the terms, location, or requirements of Borrower's employment by Borrower's Team; (vi) any amendment or proposed amendment to the Player Contract; (vii) any litigation that is filed by or against Borrower; and (viii) the occurrence of any event that would constitute an Event of Default under this Agreement or any of the Loan Documents;
- c) Pay all of Borrower's taxes, assessments, and other obligations, including, without limitation, taxes, costs, fees, charges, or other expenses arising out of this transaction, as they become due and payable;

- d) Strictly observe, perform, and comply with all of Borrower's obligations under the Player Contract, and take and use best efforts to cause Borrower's Team to pay Borrower the maximum compensation contemplated by the Player Contract;
- e) Maintain in full force and effect at all times the following insurance policies, in each case naming Lender as an additional insured and requiring that the insurance company provide Lender with at least thirty (30) days prior notice of any modification, cancellation or non-renewal:
 - i. Insurance covering the liability of Borrower to third parties for any bodily injury, death, property damage or economic damage resulting from the acts or omissions of Borrower or Borrower's agents or representatives, with limits of not less than One Million Dollars (USD \$1,000,000.00); and
 - ii. All disability policies maintained by or for the benefit of Borrower as of the Effective Date hereof;
- f) Execute such further documents and instruments and take such further action as may be required by Lender and/or the terms of this Agreement, as may be reasonably requested by Lender, at and following Closing; and
- g) Provide updated financial statements on a yearly basis.

17. NEGATIVE COVENANTS. Until full payment and performance of all obligations of Borrower under the Loan Documents, Borrower shall not, without the prior written consent of Lender (and without limiting any requirement contained in any other Loan Document) do any of the following:

- a) Incur any additional liabilities, fixed or contingent; guarantee, co-sign, or otherwise directly or indirectly assume or otherwise accept responsibility for the financial obligations, indebtedness, or liabilities of any third party; agree to indemnify, defend, or hold harmless any third party, or engage in any wrongful conduct that could give rise to any material liability under any agreement or Applicable Law;
- b) Amend, assign or terminate, or consent to any amendment, assignment or termination of, the Player Contract; or waive, compromise, settle or forbear the exercise of any right or remedy, or the receipt of any compensation or benefit, under the Player Contract; or
- c) Fail to strictly observe and perform any of Borrower's duties and obligations under the Player Contract, or otherwise fail to use best efforts to cause Borrower's Team to pay Borrower the maximum compensation contemplated by the Player Contract. Without limiting the foregoing, Borrower shall not do or fail to do anything that could result in a claim by Borrower's Team or the professional league for which Borrower plays for that Borrower's Team has the right to suspend, terminate, setoff, or reduce the compensation payable to Borrower under the Player Contract, or require repayment by Borrower of any such compensation.

VI. DEFAULT

18. EVENT OF DEFAULT. For the purposes of this Agreement, each of the following shall constitute an "Event of Default" under this Agreement:

- a) The occurrence of any Event of Default as defined under the Promissory Note or the other Loan Documents; or
- b) The breach by Borrower of any representation, warranty, covenant, or agreement contained in this Agreement.

19. MATERIAL INDUCEMENT. Each representation, warranty, covenant, and agreement by Borrower set forth in this Agreement is fundamental and material to this Agreement, and has been specially negotiated and relied upon by Lender as a material inducement to make the Loan and consummate the other transactions contemplated by this Agreement and the other Loan Documents. All such representations, warranties, covenants, and agreements shall be strictly construed such that anything less than full, complete and strict truthfulness, accuracy, completeness, and compliance therewith shall be considered a material breach, notwithstanding any lack of knowledge, control or culpability on the part of Borrower, and without regard to any mitigating factors. Under no circumstances shall Borrower be entitled to receive any notice of, or opportunity to cure, any breach of this Agreement, except as otherwise provided by Lender in Lender's sole discretion, it being understood that the occurrence of such breach shall constitute an immediate Event of Default under this Agreement.

20. REMEDIES UPON EVENT OF DEFAULT. Upon the occurrence of an Event of Default, Lender shall have all rights, powers, and remedies available to Lender under each of the Loan Documents, as well as all rights and remedies available at law or in equity, including, without limitation, the right to accelerate and demand immediate payment of all Obligations. Such remedies shall be cumulative in nature, concurrent, and may be pursued singularly or successively together, and the exercise or beginning of the exercise by Lender of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by Lender of any or all such other rights, powers, or remedies.

21. Notices. All notices or communications hereunder shall be in writing and shall be sent via email or by prepaid first class U.S. mail to a Party at its address given above, or to any other address as to which such Party notifies the other, and shall be deemed given one (1) day following the issuance thereof if sent by email, or three (3) days following the deposit thereof with the United States Postal Service.

VII. MISCELLANEOUS

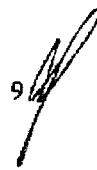
22. DELAY. The failure or delay by Lender to insist upon the strict performance of any term, condition, covenant, or provision contained in this Agreement or the other Loan Documents, or to exercise any rights, power, or remedy consequent upon a breach thereof, shall not constitute a waiver of any such term, condition, covenant, or provision or of any such breach.

or preclude Lender from exercising any such right, power, or remedy at any later time. Any and all waivers of any term, condition, covenant, or provision contained in this Agreement, or any power, right, or remedy bestowed upon Lender hereunder, must be in writing, signed by Lender.

23. DOCUMENTS. All documents, certificates, and other items required under this Agreement to be executed and delivered by Borrower to Lender shall be in form and content satisfactory to Lender and its counsel.
24. SEVERABILITY. Any term or provision of this Agreement that is deemed invalid or unenforceable by a court of competent jurisdiction shall be modified and enforced to the fullest extent permitted by law or statute, and shall not affect the validity or enforceability of the remaining terms and provisions hereof.
25. BINDING. This Agreement shall be binding upon Borrower and Borrower's successors and permitted assigns, and shall inure to the benefit of Lender and its successors and permitted assign, and may be assigned by Lender without seeking prior approval from Borrower. Borrower may not assign this Agreement or any of Borrower's duties, obligations, and liabilities hereunder without the prior written consent of Lender. Any such purported assignment in contravention of this provision shall be null and void.
26. INDEMNIFICATION. Borrower hereby indemnifies, defends, and holds harmless Lender and its successors and permitted assigns from and against any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs, or other expenses (including, without limitation, reasonably incurred attorney's fees and costs) arising out of or relating to any of the transactions contemplated by this Agreement and the other Loan Documents.
27. SURVIVABILITY. All representations, warranties, covenants, and agreements made herein or in the other Loan Documents shall survive the making of the Loan and shall continue in full force and effect so long as the Loan remains outstanding.
28. WAIVER OF JURY TRIAL. Lender and Borrower hereby knowingly, voluntarily, and intentionally waive the right either may have to a trial by jury in respect to any litigation based hereon, or arising out of, under, or in connection with this Note and/or any Loan Documents executed in connection herewith, or any course of conduct, course of dealing, statements (whether oral or written) or actions of either Party. Borrower hereby represents that no representations of fact or opinion have been made by any individual to induce this waiver of trial by jury or to in any way modify or nullify its effect.
29. USA PATRIOT ACT. LENDER HEREBY NOTIFIES BORROWER THAT PURSUANT TO THE REQUIREMENTS OF THE USA PATRIOT ACT (TITLE III OF PUB. L. 107-56 (SIGNED INTO LAW OCTOBER 26, 2001) (THE "ACT"), LENDER IS REQUIRED TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES BORROWER, WHICH INFORMATION INCLUDES THE NAME AND ADDRESS OF BORROWER AND OTHER INFORMATION THAT WILL ALLOW LENDER TO IDENTIFY BORROWER IN ACCORDANCE WITH THE ACT.

30. GOVERNING LAW; JURISDICTION. This Agreement shall be governed and construed under the laws of the State of New York, without regard to conflict of law principles thereof. Borrower and Team hereby irrevocably submit to the exclusive personal jurisdiction and venue of any state or federal court sitting in the State of New York regarding any action or proceeding arising out of or relating to this Agreement, hereby waive any claims of objections or defenses thereto, and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in such New York state or federal court.
31. TIME. Time is of the essence regarding all of Borrower's obligations under this Agreement and the other Loan Documents.
32. ENTIRE AGREEMENT. All understandings, representations and agreements heretofore with respect to this Agreement are merged into this Agreement, which, together with the Loan Documents executed in connection herewith, fully and completely express the agreement between Lender and Borrower. Borrower acknowledges that neither Lender nor any other party acting in concert with Lender has made any representation, warranty, or statement to Borrower in order to induce Borrower into executing this Agreement, and hereby expressly waives any and all claims for fraud in the inducement.
- The terms and provisions contained in this Agreement may not be terminated orally, or varied, discharged, altered, or modified, except by a writing signed by the Party to be charged therewith.
- This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Any signature delivered by a Party via facsimile or electronic transmission shall be deemed an original signature hereto.
33. LEGAL COUNSEL. Each Party has had the opportunity to seek advice of legal counsel regarding this Agreement, and fully understands and accepts the terms and conditions stated herein.
34. AMBIGUITIES. Each Party acknowledges that its legal counsel has participated in the preparation of this Agreement and therefore stipulates that the rule of construction stating that ambiguities are to be resolved against the drafting Party shall not be applied in the interpretation of this Agreement to favor one Party against the other.

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EXHIBITS TO LOAN AND SECURITY AGREEMENT

EXHIBIT A: LOAN PROCEEDS DISTRIBUTION SCHEDULE

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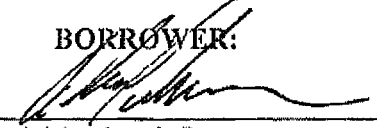
Exhibit A

LOAN PROCEEDS DISTRIBUTION SCHEDULE

Gross Loan Amount	\$5,200,000
Payoff Thrivest Specialty Funding Loan	(\$3,197,250)
Initial Payment on Crown Bank Loan (Est)	(\$1,339,600)
Lender Origination Fee	(\$508,000)
SSL Underwriting Fee	(\$111,000)
Disgrace Insurance (Est)	(\$160,000)
Purchase \$8M LOV Policy (Est)	(\$159,000)
Legal/Closing Costs	(\$17,500)
Net to be Disbursed to Borrower (Est)	\$12,999

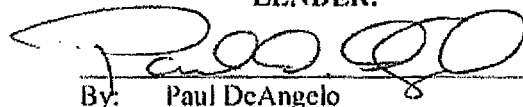
IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date written above.

BORROWER:


By: Adrian Lewis Peterson

2 E Rivercrest Dr.
Houston, TX 77042

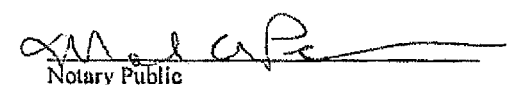
LENDER:

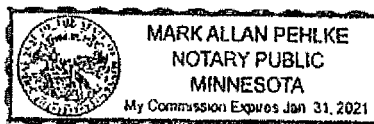

By: Paul DeAngelo
I have authority to bind Lender

DeAngelo Vehicle Sales, LLC
9 Banks Avenue
McAdoo, PA 18237

STATE OF Mn)
COUNTY OF Hennepin) SS:

On October 27, 2016, Adrian Lewis Peterson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.


Notary Public



ERRORS AND OMISSIONS/COMPLIANCE AGREEMENT**Lender: DeAngelo Vehicle Sales, LLC****Borrower: Adrian Lewis Peterson****Loan: Five Million, Two Hundred Thousand Dollars (USD \$5,200,000.00)**

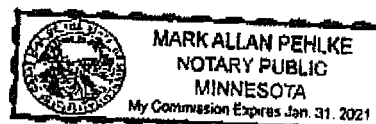
In consideration of Lender's funding and Closing of the Loan, Borrower agrees, upon request by Lender, to fully cooperate and adjust for clerical errors any or all Loan Documents, if deemed necessary or desirable in Lender's sole discretion, to enable Lender to sell, transfer, assign, seek guaranty, or market the Loan to any entity, including, without limitation, an investor or bank of Lender's choosing.

Borrower agrees to comply with all above noted requests by Lender within thirty (30) days such request has been made by Lender in writing. Borrower agrees to pay for all costs incurred therein, including, and without limitation, actual expenses and attorney's fees, for failing to comply with Lender's correction requests within the time period stated herein.

Borrower hereby agrees to assure that any Loan Documents executed will conform and be acceptable in the instance of transfer, sale, or conveyance by Lender of Lender's interest in and to the Loan Documents.

DATED effective this 27th day of October, 2016
BorrowerSTATE OF MN)
COUNTY OF Hennepin) SS:

On October 27, 2016, Adrian Lewis Peterson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.


Notary Public

AFFIDAVIT

Name: Adrian Lewis Peterson
Occupation: Professional Athlete

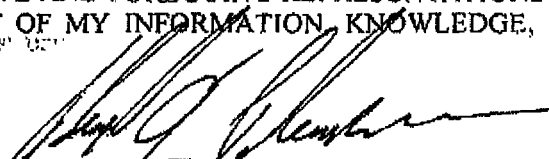
I, Adrian Lewis Peterson, solemnly swear or affirm the following:

1. I am of majority age and able mind and spirit.
2. On or around October 27, 2016, I entered into a Promissory Note, Loan and Security Agreement, and other Loan Documents with DeAngelo Vehicle Sales, LLC.
3. I am fully able and willing to comply with the terms and conditions contained in the Promissory Note, Loan and Security Agreement, and other Loan Documents.
4. I have not incurred any unsecured debt that has not been made known to DeAngelo Vehicle Sales, LLC.
5. I have not guaranteed, co-signed, or otherwise directly or indirectly assumed or otherwise accepted responsibility for the financial obligations, indebtedness, or liabilities of any third party that has not been made known to DeAngelo Vehicle Sales, LLC.

Further affiant sayeth not.

I SWEAR OR AFFIRM THAT THE ABOVE AND FOREGOING REPRESENTATIONS ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.

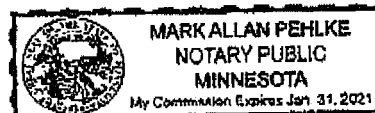
10-27-16
Date


Adrian Lewis Peterson

STATE OF MN)
COUNTY OF Hennepin) SS:

On October 27, 2016, Adrian Lewis Peterson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.


Notary Public



INTERNATIONAL
SPECIALTY INSURANCE, INC.

Collateral Assignment

Questions? Call 800-849-0434

This form must be completed in full.

Instructions: Print in black and initial all changes * Answer all questions in their entirety * Any unanswered questions will delay the processing * "N/A" or "None" are unsatisfactory answers and will not be accepted.

1. Policyholder/Assured:	Adrian Peterson		
Address:	<div> <div>Street</div> <div>City State Zip Code</div> </div>		
2. Insured Person:	Adrian Peterson		
Address:	<div> <div>Street</div> <div>City State Zip Code</div> </div>		
3. Policy Number:	B1132HGBA16062128		
4. New Owners/Beneficiaries:	DeAngelo Vehicle Sales	\$2M	
	Name	Amount	
	Name	Amount	
Address:	9 Banks Avenue		
	McAdoo	Pennsylvania	18237
	City	State	Zip Code

The undersigned hereby transfers and assigns the amount of premium loaned as indicated in the above policy(ies) to the Assignee(s) indicated above and hereby revokes any beneficiary designation or direction of payment previously made in respect to the proceeds payable on the disability of the Insured Person under the above policy(ies) and directs that such proceeds be paid to the Assignee(s) and, if more than one, in the same proportion as their ownership rights bear to one another. The Assignor(s) warrant the validity of this assignment.

Signature of Policyholder/Assured

Printed Name

Signature of Witness

Printed Name

Oct 27, 2018
Date

Signed at (City, State)